

March 26, 2001

TO: All Offerors

Ladies and Gentlemen:

You are invited to submit a proposal in accordance with the requirements of Request for Proposal (RFP) No. **HRSA 250-BHPr-22(1)hcb** entitled, **ABorder Vision Fronteriza (BVF) Children-s Health Project.**

The deadline for questions is April 9, 2001 at 2:00 P.M. Questions which, in your opinion, require clarification or correction by the Government, must be furnished in **writing** to the Contracting Officer. You are requested to submit (preferably via Ae-mail) your questions to Helene Braun (HBRAUN@HRSA.GOV). Your questions must be mailed, e-mailed or faxed in sufficient time to be received in the contracting office on or before April 9, 2001 at 2:00 P.M., in order to allow a reply to reach all prospective offerors before submission of their proposals.

If you have downloaded a copy of this solicitation from the web page, you must inform the Contracting Officer in writing of your intent to submit a proposal, with your name, phone number and address. You will be added to a Acourtesy@list to receive by mail any amendments that are issued under this solicitation, however mailing of amendments is not guaranteed. In any event, it is the responsibility of the offeror to monitor the web page (www.hrsa.dhhs.gov/contract.htm) for any amendments issued under this solicitation.

Your proposal must be received by the Contracting Officer no later than at **2:00 p.m. eastern standard time on April 25, 2001** at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Contract Operations Branch
5600 Fishers Lane
Parklawn Building, Room 13A-19
Rockville, Maryland 20857
ATTN: Helene Braun
RFP No. **HRSA 230-BHPR-22(1)hcb**

NOTICE: ACCESS TO PARKLAWN BUILDING

The Parklawn Building is a controlled access building, therefore you should allow ample time for visitor access. It is your responsibility to ensure that proposals are delivered by the due date and time, and specific place (Room 13A-19) required in the solicitation. Please be advised that late proposals will not be excused due to increased security measures (see section L, ASubmission, Modification, Revision

and Withdrawals of Proposals.® Offerors delivering boxes of proposals must use the delivery entrance located on the loading dock which is accessible from Parklawn Drive. All packages will be x-rayed by a security guard. Visitors will be required to provide photo identification and provide a name and telephone number of the individual being visited, (in this case, Helene Braun at 301-443-5131, 301-443-2730, or 301-443-1433). You will then need to personally bring the boxes to Room 13A19 (13th Floor, A-Wing, Room 19). Boxes of proposals should NOT be left on the loading dock.

Your attention is directed to the solicitation provision entitled "Submissions, Modification, Revision, and Withdrawals of Proposals" set forth in Section L of this RFP. Please review this provision so that you will be fully aware of the time requirements for submitting your proposal.

Your proposal must be prepared in accordance with Section L entitled AInstructions, Conditions, and Notices to Offerors®, Section C entitled ADescription/Specification/Work Statement®, and Section M entitled AEvaluation Factors for Award®.

This RFP does not commit the Government to pay any costs for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this proposed acquisition.

Your proposal must provide a contact name and number, your company name and complete address, including street, city, county, state, zip code, Tax Identification Number (TIN), and Dun & Bradstreet Number (DUNS). Please note that FAR 52.204-6 Contractor Identification Number Data Universal System (DUNS Number) requires you to submit a DUNS number for your company along with your offer. If you do not have a DUNS number, you are requested to contact Dun and Bradstreet Information Services at 1-800-333-0505 to obtain one. Please include this information on the first page of your business proposal. If the address is different from the address to which payment should be mailed you must also include the complete payment address.

Requests for any information concerning this RFP should be referred only to Helene Braun, Contract Specialist, who may be reached at HBRAUN@HRSA.GOV or (301) 443-5131. Discussion with any other individual outside of the Contract Operations Branch may result in the disqualification of a potential offeror's proposal.

Sincerely,

James L. Quinn
Contracting Officer

SECTION B - SUPPLIES OR SERVICES AND

PRICES/COSTS

B.1 PURPOSE OF CONTRACT

The purpose of this contract is to assist the Health Resources and Services Administration (HRSA), to develop and implement outreach strategy and to respond to severe and unmet health care needs of the U.S.-Mexico Border population.

B.2 COMPENSATION

A. Estimated Cost and Fixed Fee

1. The estimated cost of this contract, exclusive of fixed-fee, is \$_____. The fixed fee is \$_____ and the total estimated cost plus fixed fee is \$_____.

The Government shall not be obligated to reimburse the Contractor for amounts incurred in excess of the contract amount, and the Contractor shall not be obligated to continue performance under the contract or otherwise incur amounts in excess of the contract, unless and until written notification is received by the Contractor from the Contracting Officer which sets forth a revision of the contract amount. No notice, communication, or representation in any other form, or from any person other than the Contracting Officer, shall effect the amount of this contract.

2. Total funds currently available for payment and obligated to this contract are \$_____ of which \$_____ represents estimated reimbursable costs and \$_____ represents the fixed fee. For further provisions on funding, see the "Limitation of Funds" clause (FAR 52.232-22).

3. It is estimated that the amount currently allotted to this contract will cover performance through _____.

4. The Contracting Officer may allot additional funds to the contract without the approval of the Contractor.

B. Consideration and Payment

For the performance of this contract the Government shall pay to the Contractor:

1. The cost determined by the Contracting Officer to be allowable in accordance with FAR 52.216-7 of the General Provisions and the provisions of this Article; and

2. The Fixed-Fee, which shall be payable in monthly installments in accordance with FAR Clause 52.216-8 of the General Provisions upon determination by the Contracting Officer that the performance was satisfactory.

C. Direct Costs

The Contractor will be reimbursed for all costs as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, and accepted by the Contracting Officer:

1. Salaries and wages of the Contractor's employees directly employed in performing the work required by this contract. Related fringe benefits, if they are treated as direct costs; otherwise, fringe benefits may be claimed as part of indirect costs below.

2. Materials and services required in the performance of this contract, after deducting all discounts for the purchase of such materials and services.

3. Consultant fees or other payments to consultants required in the performance of this contract, provided, that such fees or payments shall not exceed the daily rate of \$ per day, exclusive of travel costs without the written approval of the Contracting Officer.

4. Travel and subsistence expenses exclusively in direct performance of this contract. The Contractor shall be reimbursed for transportation costs and travel allowances in accordance with the established policy of the Contractor, but subject to the following limitations:

(a) Such transportation costs shall not be reimbursed in an amount greater than the cost of first class rail or of economy air travel, unless economy air travel and economy air travel space are not available and the Contractor certifies to the facts in the voucher or other documents submitted for reimbursement. Travel allowances for per diem shall be reimbursed in accordance with the Contractor's established policy, but in no event shall such allowances exceed \$75 per day except within the corporate limits of those cities and other specified areas where higher ceiling rates have been established by the General Services Administration for Civil Service employees in travel status.

(b) The Contractor shall be reimbursed for the cost of travel performed by its personnel in their privately-owned automobile at the rate of 32.5 cents per mile, not to exceed the cost by the most direct economy air route between the points so traveled. If more than one person travels in such automobile, no additional charge will be made by the Contractor for such travel between such points.

D. Prior Authorization of Certain Direct Costs

1. Purchase Orders and Subcontracts:

Requirements for purchase orders and subcontracts are governed by FAR Clause 52.244-2 of the General

Provisions except as may be indicated herein.

2. The Contractor shall not incur any of the following costs without the prior written approval of the Contracting Officer. Incurrence of such costs with the intent of claiming reimbursement as direct costs under this contract shall be at the Contractor's own risk, if without such prior written authorization:

- (a) Purchase or rental of any item of equipment including furniture or office equipment regardless of cost.
- (b) Any rental agreement for real or personal property, or any term contract for maintenance.
- (c) Travel for general scientific meetings.
- (d) Rearrangement, alteration, or relocation of facilities.

E. Indirect Costs

Pursuant to the provisions of the clause of the General Provisions of this contract entitled "Allowable Cost and Payment," the following rates are established.

Fringe Benefits: _____%

Overhead: _____%

G&A: _____%

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work

Independently, and not as an agent of the Government, the Contractor shall furnish all personnel, material, facilities, services, and equipment as needed to perform the Statement of Work set forth below and made part of this document.

C.1 A. Description and Scope of Work

Background and History

The United States shares a 2,000 mile long border with the Republic of Mexico. This shared border is characterized by rapid growth of a young, largely Hispanic (Mexican American) population. Currently, 24% of the total Hispanic population in the U.S. resides in the four Border States, California, Arizona, New Mexico and Texas.

Socioeconomic conditions at the U.S.-Mexico Border significantly influence the quality of life of its residents. According to the 1990 census, the per capita income of the border county residents is only about one-half (50%) of the per capita income of the United States. Similarly, the unemployment and underemployment rates in border communities are often the highest in each respective border state, usually competing with the double-digit unemployment in some inner cities. Finally, border sister cities are historically, geographically and culturally linked in a way that denies their identity as independent units. Border communities and states have among the highest rates of uninsured children in the nation **B** New Mexico 1st, Texas 2nd, Arizona 4th, and California 9th. Public health concerns and issues at the U.S.-Mexico Border are related to language and cultural barriers, rapid growth, high rates of uninsured, and tremendous exchange between the north-south, east-west neighboring communities.

The availability of health insurance coverage alone does not guarantee that eligible children will receive health care services. Although there are numerous barriers (language, cultural, financial, structural and personal) that prevent the enrollment of children in health insurance and care programs and services and that keep them from accessing care, there are also a number of effective outreach strategies that can be implemented to overcome these challenges in the U.S.-Mexico Border Region.

The purpose of this procurement is to assist the Health Resources and Services Administration (HRSA), to develop and implement culturally appropriate outreach strategies responsive to severe and unmet health care needs of the U.S.-Mexico Border population. This includes focus on the assets and the challenges that these populations bring towards the enrollment and retention of children in CHIP, Medicaid (health insurance programs), the special needs of children living at the U.S.-Mexico Border, and the large majority who are children of working poor families. The bilingual, culturally competent, community health worker will be the primary methodology for implementation of the outreach strategy, as this is a proven and effective enrollment

approach for the border area.

The procurement shall focus on the identification, enrollment and follow-up of uninsured and underinsured children who reside in the U.S.-Mexico Border region into CHIP and Medicaid programs.

Scope of Work:

This procurement will be undertaken over a base period of three (3) years with one (1) option year. During each year, the contractor and its partners from the four Border States shall:

- Utilize bilingual and culturally competent staff to implement project strategies to meet the serious and persistent needs of underserved populations of children in the four Border States.
- Recruit, train and hire two (2) half time or one (1) full time bilingual, culturally competent community outreach worker/promotore per state to be child health specialists and community health worker liaisons. These paid specialists will be placed in schools, community health centers, community-based centers and other organizations, at least one-third of which serve rural communities.
- Provide no less than 10 community health workers/*promotores* per state, as part of their continuing education work, to assist with the enrollment and placement of children in primary health care services *Ahomes@*. Partner with organizations in the four Border States to provide support with financial and in-kind resources, including a stipend, and provide supervision and support including space and equipment with which to work.
- Coordinate and assess the data collection and effectiveness of the work of partner organizations and of CHWs and volunteers.
- Create partnerships and collaboration through outreach efforts with schools, health/human services agencies, CHWs, CHIP and Medicaid programs to focus on health insurance and access to health care in the four Border States.
- Strengthen the infrastructure to sustain the BVF border wide network in conjunction with other CHW initiatives that address persistent, serious unmet health needs in the four Border States.

In performance of this procurement the following tasks shall be accomplished:

1. Within one (1) week of Effective Date of Contract (EDOC), have a conference call with the Project Officer, Contractor and other HRSA staff to discuss Contractor's draft work plan, address all tasks and deliverables for the full period of performance. Issues related to the tasks are to be clarified, additional issues identified, and time frames and deliverables agreed upon.

2. Teleconference with Project Officer and each of the state primary partners within ten days of the EDOC to: review the expectations, assure a mutual understanding of and commitment to the expectations of the overall procurement, and establish an oversight process. Also conduct monthly teleconferences with state model directors to discuss progress and assess performance.
3. Within four (4) weeks of EDOC the contractor shall develop subcontracts with the Border States and other partner organizations who will be responsible for the coordination of eight (8) part time (PT) or four (4) full time (FT) community health workers, and 40 volunteers (ten (10) per state) who would be assigned to partner organizations, at least a third of which will serve rural communities.
4. Within four weeks of EDOC the Contractor shall receive training plans from state partners and develop subcontracts that reflect individual State Children's Health Insurance Program (CHIP)/Medicaid and Community Health Worker (CHW) needs to conduct the SCHIP outreach effort.
5. The Contractor shall conduct information and training sessions with health and human service professionals who will work with the Contractor, primary partners, child health programs, CHWs and volunteers. Updates on the contract, State Medicaid and Children's Health Insurance Program (CHIP) programs including status of enrollment and recertification data, public guidance and other health insurance issues will be discussed via periodic teleconferences.
6. The Contractor shall identify two (2) indicators of performance of the essential data collection to be determined by the contractor with the concurrence of the project officer. These performance indicators will be health insurance specific and will be integrated into and linked to the primary partners' expectations.
7. The Contractor shall conduct ongoing training as needed regarding the use of the data collection tools and methods. The performance measures must be clear. The data collection results must accurately present the level of the CHWs outreach effort and state models' performance.
8. The Contractor shall work with primary partners and other partner organizations to inform border communities of outreach efforts to assist and facilitate enrollment of children into CHIP or Medicaid. The Contractor, Subcontractor and other affiliate partners will continue to identify and enroll children in these health insurance programs throughout the procurement period.
9. The Contractor shall document referrals and follow up efforts to health insurance and health care services.
10. The Contractor shall provide the Project Officer with a yearly progress report.

11. The Contractor shall convene a meeting that includes all primary partners to coordinate activities.
12. The Contractor shall plan and convene a borderwide colloquium to discuss best practices in using community health workers to enroll children in SCHIP. The colloquium shall include participants from both private and public organizations and from each of the four Border States.
13. The Contractor shall provide the Project Officer with a final report within 90 days of the completion of the procurement period.

B. Incorporation of Contractor's Proposal

It is understood and agreed that the Contractor shall, in meeting the requirements of this contract, perform the work in accordance with the Contractor's proposal to the Health Resources and Services Administration for _____, dated _____, as amended by revised proposal dated _____, provided, however, that to the extent that any provisions of the articles of this contract are in conflict or inconsistent with any provisions of said proposal, the provisions of the articles of this contract shall be controlling and shall supersede the provisions of said proposal.

SECTION D - PACKAGING AND MARKING

D.1 (For this Solicitation, there are NO clauses in this section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-5 Inspection of Services--Cost-Reimbursement.

APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order. (AUG 1989) -- Alternate IAPR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is a base period of three years (3) with a one (1) year option.

F.3 ARTICLES OR SERVICES TO BE DELIVERED AND DELIVERY TIME

All reports, processes, and product deliverables are subject to approval of the Project Officer. All electronically recorded reports shall be in Word Perfect 6.1 format or the latest version thereof, or Microsoft Word, and charts may be in Word, WordPerfect, or Excel.

The Project Officer shall respond within fifteen (15) working days after receipt of a deliverable for which the Project Officer has indicated approval is required before the Contractor can proceed to the next step in the use of that deliverable.

The Contractor shall deliver all items labeled per instructions, and in the quantity cited, and at the time indicated or before the time indicated in this Article.

1. All deliverable items are to carry at the top of the first page the following information:

Contract Number
Deliverable Item Number
Deliverable Item Delivery Due Date
Date of Submission

2. All deliverable items are to be separate physical entities.

In addition to the number of copies to be submitted, as shown below, one copy of the Final Report shall be mailed directly to:

Contracting Officer
Health Resources and Services Administration
Parklawn Building, Room 13A-19
5600 Fishers Lane
Rockville, Maryland 20857

All remaining copies of all deliverables shall be submitted to:

TO BE INSERTED AT CONTRACT AWARD

ARTICLES OR SERVICES TO BE FURNISHED AND DELIVERY TIME

Project Officer
Area Health Education Centers Branch
Division of Interdisciplinary, Community Programs,BHPr
5600 Fishers Lane, Room 9-105
Rockville, Maryland 20857
(Number of copies indicated below)

Contract Policy and Operations Branch, DGPM, HRSA
5600 Fishers Lane, Room 13A-19
Rockville, Maryland 20857
(1 copy each of Progress Performance Report and Final Report)

DELIVERABLE	QUANTITY	DUE DATE
Teleconference with Project Officer and other HRSA Staff (Task 1)	1	5 days from EDOC
Teleconference with Project Officer primary partners (Task 2) <ul style="list-style-type: none">– Review expectations and deliverables– Review timeline– Identify partners and affiliates	1	10 days from EDOC and State and at least quarterly
Review existing goals, objectives, timelines and subcontract modifications and submit copies to Project Officer (Task 3)	3	2-3 wks after EDOC
Conduct training for the CHWs and health/human service professionals on SCHIP, Medicaid, Immigration and other related health needs (Tasks 4 - 6)	4	4 wks after EDOC
Recruit, enroll children in CHIP/Medicaid Document and conduct follow up (Tasks 7-9)	1	Ongoing, 4 wks after EDOC

Submit outcomes and progress performance on enrollment and recertification (Activities 6-8 &9)	6 after EDOC	Bimonthly, 6 weeks	report
Submit yearly progress report to HRSA (Activity 10)	3	Yearly after EDOC	
Convene borderwide meeting of partners (Activity 11)	1	6 months after EDOC	
Convene borderwide SCHIP/community health 1 Worker colloquium (Activity 12)		2 years after EDOC	
Submit a final report to HRSA (Activity 13)	1	Within 90 days of project end date	

Schedule of Deliverables

Activity*	Arizona**	California **	New Mexico**	Texas**	Total
No. CHWs trained/placed as Specialists in Children's Health SCHIP, WIC and Medicaid	2 PT or 1 FT	2 PT or 1 FT	2 PT or 1 FT	2 PT or 1 FT	8 PT or 4 FT
No. of Health Professionals Informed of SCHIP/BVFTP	25	25	25	25	100
No. of Referrals to Primary Health Services	150	150	150	150	600
No. of Referrals to SCHIP**, Medicaid and WIC	175	175	175	175	700
No. Enrolled in SCHIP** or Medicaid	600	600	600	600	2400
No. of collaborative enrollments in CHIP/Medicaid ***	150	150	150	150	600
No. of CHIP renewals Bre-certifications	25	25	25	25	100
No. <i>Promotores</i> (as) Trained in Children's Health, SCHIP and Medicaid Type Activities****	10	10	10	10	40
No. Schools added as Primary Partners	1	1	1	1	4
No. of Network Partners	15	15	15	15	60
Source of Model Resources	HRSA- Private- Public	HRSA- Public-Private	HRSA- Public- Private	HRSA- Private- Public	HRSA (75%) Other (25%)

* Activities of CHW Specialists/*Promotores* for 12 months.

** These are the project states.

*** Confirmed CHIP or Medicaid enrollments via collaborative partnerships

**** Recipients of scholarship stipends.

Woman Infant Children's Program (WIC)

Trained Promotores (TP)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF PROJECT OFFICER

The person identified below is designated as the Project Officer for this contract. The responsibility of the Project Officer (or his/her duly authorized representative) is to ensure that the Government's technical objectives are met. To this end the Project Officer will provide necessary information, direction, coordination, et cetera, within the contractual work description. Issuance of changes which affect the articles, terms or conditions of this contract will be accomplished through the Contracting Officer who is the only party authorized to bind the Government to contract:

Project Officer: TO BE INSERTED AT CONTRACT AWARD

G.2 DESIGNATION OF PROJECT DIRECTOR

The person identified below has been designated as the Project Director acting on behalf of the Contractor. In this capacity the Project Director shall direct the necessary work and services toward fulfillment of the contractual requirements. The Government reserves the right to approve any proposed successor to the Project Director.

Responsible Staff Officer Project Director: TO BE INSERTED AT CONTRACT AWARD

G.3 SUBMISSION OF INVOICES AND PLACE OF PAYMENT

A. Once each month following the effective date of this contract, the Contractor may submit to the Government an invoice (or public voucher) for payment in accordance with FAR and HHSAR Clauses.

B. To expedite payment, vouchers shall be submitted, as follows:

All invoices (monthly, completion and final) shall be sent directly to the Contracting Officer at the address listed below. An original and five (5) copies are required. (Where applicable, the Contractor shall submit the invoice to said Contracting Officer via cognizant Government auditor):

Department of Health and Human Services
Contracting Officer
Health Resources and Services Administration
Parklawn Building Room 13A-19
5600 Fishers Lane
Rockville, Maryland 20857

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Clearance/Production of Information Products/Services

A. The Department of Health and Human Services= Office of the Assistant Secretary for Public Affairs requires clearance for any external publication, audiovisual, exhibit, or public affairs service produced for or by HRSA through this contract as a deliverable (an external publication is one of which 50 copies or more are to be distributed outside HHS). This clearance, which takes approximately four(4) weeks, is obtained by the Project Officer through HRSA's Office of Communications.

B. It is the policy of DHHS that DHHS must be prominently and dominantly identified as the primary publisher/producer, to include use of the DHHS logo, on all communication materials, including those produced by contractors (This requirement may be satisfied by displaying the DHHS logo on the back cover of a publication). The Health Resources and Services Administration's AHRSA@ must be displayed in a position of prominence second only to DHHS as the identifier on all communication materials produced on behalf of HRSA, whether by Agency staff, contractors, or other entities. Communication materials are any and all documents and presentations intended for audiences outside the Agency, including but not limited to:

- * fact sheets, newsletters, brochures, flyers
- * press releases, advisories, other media materials
- * exhibits, posters
- * summaries, monographs, proceedings
- * slides, overhead transparencies, posters
- * audio and videotapes, films
- * Internet publications

Internal Publications (when not more than 50 copies are to be distributed outside HHS) are excepted from this requirement. Where appropriate, the words Division of (insert appropriate Division), shall be included below the HRSA logo. Only the Agency Administrator may grant an exception to the policy.

C. Title 44 of the U.S. Code requires that the printing of any publication developed under this contract shall be done by the Government Printing Office. Printing shall be coordinated through the Project Officer.

H.2 Printing and Duplicating

A. The printing of Government documents must be accomplished through the Government Printing Office or its field printing plants, unless otherwise approved by the congressional Joint Committee on Printing (JCP). Contractors and grantees are not intended to be prime or substantial sources of printing for government agencies. Contractors may prepare copy, illustrative material (forms, etc.) and/or camera ready documents, provided that the printing is less than 5,000 impressions of a single page or up to 25,000 impressions of multiple pages.

B. Regarding the use of private funds for printing, the regulations state that when appropriated funds are used to create information for publication, the printing of that information cannot be made available to a private publisher for publication without prior approval of the JCP.

H.3 Rights in Data

The Contractor shall be prohibited from publishing or disseminating data or information from this project without prior written approval from the Project Officer.

H.4 Subcontracting

(A) Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, Utilization of Small Business Concerns, incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

(B) Small Disadvantaged Business (SDB) Participation Plan

1. The Small Disadvantaged Business (SDB) Participation Plan, dated _____ is attached hereto and made a part of this contract.
2. In compliance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, if this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns. Reporting shall be on Option Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information is submitted and shall be submitted on an annual basis and upon completion of the contract. In no event shall the targets identified in the attached SDB Participation Plan be revised without the prior written authorization of the Contracting Officer.
3. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, incorporated in this contract and the attached SDB Participation Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

(C) Subcontracting Reports

1. The Contractor shall submit the original and one copy of Form SF-294, Subcontracting Report for Individual Contracts in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. In addition, if this contract contains a SDB Participation Plan, the Contractor shall attach a copy of OF-312, Small Disadvantaged Business Participation Report to the SF-294. Regardless of the effective date of this contract, these reports shall be submitted on the following dates for the entire life of this contract: April 30th and October 30th. The report shall be sent to: Contracting Officer, Health Resources and Services Administration, Contract Operations Branch, 5600 Fishers Lane, Room 13A-19, Rockville, MD 20857.
2. The Contractor shall submit one copy of Form SF-295, Summary Subcontracting Report in accordance with the instructions on the report as referenced by Public Law 95-507, Section 211. The Summary Subcontracting Report shall be submitted annually on the following date for the entire life of the contract: October 30th. The first report shall be submitted after the first full year of the contract in addition to any fractional part of the year in which the contract becomes effective. This report shall be mailed to the following address: Office of Small and Disadvantaged Business Utilization, Department of Health and Human Services, Hubert H. Humphrey Bldg., Room 517-D, 200 Independence Ave., S.W., Washington, DC 20201.
3. The Contractor shall also send an Information Copy of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call the SBA Headquarters in Washington, DC at (202) 205-6475 for the correct address if unknown.

SECTION I - CONTRACT CLAUSES

I.1 52.202-1	Definitions.	OCT 1995
I.2 52.203-3	Gratuities.	APR 1984
I.3 52.203-5	Covenant Against Contingent Fees.	APR 1984
I.4 52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
I.5 52.203-7	Anti-Kickback Procedures.	JUL 1995
I.6 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
I.7 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
I.8 52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
I.9 52.204-4	Printed Copied Double-Sided on Recycled Paper.	AUG 2000
I.10 52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
I.11 52.215-2	Audit and Records - Negotiation.	JUN 1999
I.12 52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
I.13 52.216-7	Allowable Cost and Payment.	MAR 2000
I.14 52.216-8	Fixed Fee.	MAR 1997
I.15 52.217-8	Option to Extend Services.	NOV 1999

I.16 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

I.17 52.219-8	Utilization of Small Business Concerns.	OCT 2000
I.18 52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
I.19 52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	OCT 1999
I.19 52.222-1	Notice to the Government of Labor Disputes.	FEB 1997

I.20 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work -

I.21 52.222-3	Convict Labor.	AUG 1996	
I.22 52.222-21	Prohibition of Segregated Facilities.	FEB 1999	
I.23 52.222-26	Equal Opportunity.	FEB 1999	
I.24 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998	
I.25 52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998	
I.26 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999	
I.27 52.223-3	Hazardous Material Identification and Material Safety Data.	JAN 1997	
I.28 52.223-6	Drug-Free Workplace.	JAN 1997	
I.29 52.223-14	Toxic Chemical Release Reporting.	OCT 2000	
I.30 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	JUN 2000	
I.31 52.227-1	Authorization and Consent.	JUL 1995	
I.32 52.227-2	Notice and Assistance Regarding Patent and Copyright	Infringement.	AUG 1996
I.33 52.227-14	Rights in Data - General.	JUN 1987	
I.34 52.227-17	Rights in Data - Special Works.	JUN 1987	
I.35 52.228-7	Insurance - Liability to Third Persons.	MAR 1996	
I.36 52.232-9	Limitation on Withholding of Payments.	APR 1984	
I.37 52.232-17	Interest.	JUN 1996	
I.38 52.232-22	Limitation of Funds.	APR 1984	
I.39 52.232-23	Assignment of Claims.	JAN 1986	

I.40 52.232-25 Prompt Payment. (JUN 1997)

(b) Contract financing payments - (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

I.41 52.232-33 Payment by Electronic Funds Transfer--

	Central Contractor Registration.	MAY 1999
I.42 52.233-1	Disputes. (DEC 1998) -- Alternate I	DEC 1991
I.43 52.233-3	Protest after Award. (AUG 1996) -- Alternate I	JUN 1985
I.44 52.242-1	Notice of Intent to Disallow Costs.	APR 1984
I.45 52.242-3	Penalties for Unallowable Costs.	OCT 1995
I.46 52.242-4	Certification of Final Indirect Costs.	JAN 1997
I.47 52.242-13	Bankruptcy.	JUL 1995
I.48 52.243-2	Changes - Cost-Reimbursement. (AUG 1987) -- Alternate I -	APR 1984

I.49 52.244-2 Subcontracts. (AUG 1998)

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

I.50 52.244-5	Competition in Subcontracting.	DEC 1996
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I.51 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

(a) Definitions.

A Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

A Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.52 52.246-25 Limitation of Liability--Services.

FEB 1997

I.53 52.247-1 Commercial Bill of Lading Notations. (APR 1984)

Transportation is for the Health Resources and Services Administration and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

Transportation is for the Health Resources and Services Administration and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. []. This may be confirmed by contacting Health Resources and Services Administration, Contracting Officer, 5600 Fishers Lane, Room 13A-19, Rockville, Maryland 20857.

I.54 52.249-6 Termination (Cost-Reimbursement).

SEP 1996

I.55 52.249-14 Excusable Delays.

APR 1984

I.56 52.253-1 Computer Generated Forms.

JAN 1991

I.57 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS

I.58 352.202-1	Definitions	APR 1984
I.59 352.215-12	Restriction of Disclosure and Use of Data	APR 1984
I.60 352.224-70	Confidentiality of Information	APR 1984
I.61 352.228-7	Insurance - Liability to Third Persons	DEC 1991
I.62 352.232-9	Withholding of Contract Payments	APR 1984
I.63 352.232-75	Incremental Funding	APR 1984
I.64 352.233-70	Litigation and Claims	APR 1984
I.65 352.237-70	Consulting Services Reporting	APR 1984
I.66 352.242-71	Final Decisions on Audit Findings	APR 1984
I.67 352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities	APR 1984
I.68 352.270-5	Key Personnel	APR 1984
I.69 352.270-6	Publication and Publicity	JUL 1991
I.70 352.270-7	Paperwork Reduction Act	APR 1984

SECTION J - LIST OF ATTACHMENTS

Attachment No.	Title
A	Billing Instructions
B	Disclosure of Lobbying Activities
C	Small, Small Disadvantaged and Women-Owned Small Business Model Subcontracting Plan Outline
D	Past Performance Letter and Questionnaire
E	Small Disadvantaged Business Participation Plan

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.)

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

Name of offeror _____

RFP No. _____

Signature _____ of _____ authorized _____ individual

Date _____

Type _____ name _____ of _____ authorized _____ individual

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.2 52.203-11 Certification and Disclosure Regarding Payments to
Influence Certain Federal Transactions

APR 1991

K.3 52.223-6 Drug-Free Workplace

JAN 1997

K.4 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may -

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which -

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either -

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

K.5 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

ACommon parent,[@] as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

ATaxpayer Identification Number (TIN),[@] as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:[].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other_____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name []

TIN []

K.6 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii) (A) The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [], within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not[], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) ~~A~~Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ~~Aintends@~~in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE	NAME AND ADDRESS OF OWNER
(STREET ADDRESS, CITY,	AND OPERATOR OF THE PLANT
STATE, COUNTY, ZIP CODE	OR FACILITY IF OTHER THAN
	OFFEROR OR RESPONDENT

_____	_____
_____	_____

K.8 52.215-11 Price Reduction for Defective Cost or Pricing Data--Modifications. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
- (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
- (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
- (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
- (B) The Contractor proves that the cost or pricing data were available before the ~~As of~~ date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

- (A) The understated data were known by the Contractor to be understated before the ~~As of~~ date specified on its Certificate of Current Cost or Pricing Data; or
- (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the ~~As of~~ date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

K.9 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

K.10 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting

the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

K.11 52.219-1 Small Business Program Representations. (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.

(2) The small business size standard is \$5,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(c) Definitions.

AService-disabled veteran-owned small business concern@--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

A Small business concern@ means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

A Veteran-owned small business concern@ means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

A Woman-owned small business concern@ means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.12 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of

EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 52.227-6 Royalty Information. (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.16 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

___ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: **A**Limited rights data**@** and **A**Restricted computer software**@** are defined in the contract clause entitled **A**Rights In Data - General**@**.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
L.2 52.215-1	Instructions to Offerors-Competitive Acquisition (FEB 2000)-ALT I	OCT 1997
L.3 52.215-7	Annual Representations and Certifications--Negotiation.	OCT 1997
L.4 52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
L.5 52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
L.6 52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
L.7 52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
L.8 52.215-14	Integrity of Unit Prices	OCT 1997
L.9 52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
L.10 52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
L.11 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
L.12 52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
L.13 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
L.14 52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
L.15 52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 1998)	

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

(Telephone (202) 619-8925
(Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

L.16 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

L.17 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Health Resources and Services Administration, 5600 Fishers Lane, Room 13A-19, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.18 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

L.19 Smoke-Free Workplace

PHS strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-children Act of 1994, prohibits smoking certain facilities -or in some cases, any portion of a facility- in which regular or routine education, library, day care, health care, or early childhood development services are provided to children.

L.20 PROPOSAL INSTRUCTIONS: FORMAT AND CONTENTS

A. GENERAL INSTRUCTIONS

1. The following instructions establish the acceptable minimum requirements for the format and content of proposals. Your special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.
2. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the contracting

officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included.

3. The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.

4. The proposal must be signed by an official authorized to bind your organization. Six (6) copies of your technical proposal and six (6) copies of your business proposal must be submitted to:

Department of Health and Human Services
Health Resources and Services Administration
Contract Operations Branch
5600 Fishers Lane, Room 13A-19
Rockville, Maryland 20857

Marked for: RFP HRSA 230-BHPR-22(1)HCB

5. You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. These proposals may be considered if overall performance would be improved or not compromised, and if they are in the best interest of the Government. Alternate proposals, or deviations from any requirements of this RFP, must be clearly identified as such.

6. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this request for proposals.

7. It is understood that your proposal will become part of the official contract file.

8. The RFP does not commit the Government to pay any of the cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

B. TECHNICAL PROPOSAL INSTRUCTIONS

To facilitate proposal evaluations, the offeror shall submit as a part of the proposal, a separate enclosure entitled "Technical Proposal." Under no circumstances is any cost to be shown in the Technical Proposal; however, unpriced details of labor hours and other direct cost shall be included.

1. Proposals which merely offer to conduct a program in accordance with the requirement of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
2. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.
3. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.
4. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific scientific or technical accomplishments. The proposed staff hours for each of the above individuals should be allocate against each task or subtask for the project.
5. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.
6. The technical proposal must contain a discussion of current or proposed facilities and equipment which will be used in the performance of the contract.
7. To facilitate the evaluation of the proposal, the offeror must submit its materials in two separate proposals: 1) the business proposal; and 2) the technical proposal. However, **unpriced** details of labor hours, travel and other direct costs shall be included in the technical proposal.
8. Specifically, the data and information in the technical proposal should be organized according to the following requirements:

A. Problem and Approach

1. The proposal shall provide a statement of the problem, scope and purpose of the project in the offeror's own words to demonstrate the complete understanding of the intent and requirements.
2. The proposal shall fully describe the proposed technical approach to comply with each of the requirements

specified under the Description of Items and Scope of Work, including phasing of tasks, methods to be utilized, and scheduling of time and manpower.

B. Personnel

1. The proposal shall specify the type of staff and provide resumes for professional persons who will be employed to perform the contract.
2. The proposal shall specify how the professional personnel employed under the contract will operate organizationally, and the name and title of the person who will provide program direction.

C. Management Plan

1. The proposal shall provide a project work plan, time schedule, and person-loading matrix, including all work to be performed and deliverables.
2. A person-loading matrix which displays person days by task by person shall be provided. This matrix should also show the appropriate totals and subtotals each individual shall contribute for the activities and indicate the person-days for which consultants or subcontractors may be responsible, by task, as in the following format:

Professional Person Days By Task	Support Days	Total Time by Task
-------------------------------------	--------------	--------------------

- 1.
- 2.
- 3.

Total Time by Person

D. Capability and Experience of the Organization

1. The proposal shall describe the knowledge, experience, and capability of the offeror relative to the requirement of this project. This shall include a description of prior and/or current projects which demonstrate multistate cross-border health related projects with Mexico that impact border area residents, services to underserved and disadvantaged populations, developing and replicating community health worker projects, and addressing health education and workforce issues relating to distribution and quality.

E. Facilities

1. The proposal shall specify the location(s) and space available for performance of this contract.
2. Facilities, equipment, and other non-staff resources that are especially appropriate for successful completion of the contract requirements shall be identified. This shall include a description of computer hardware and software and arrangements for telephone service sufficient to meet workload demands.

C. BUSINESS PROPOSAL INSTRUCTIONS

The offeror's business proposal shall consist of past performance information, cost and pricing data and administrative and management data as follows:

1. Past Performance

A. Offerors shall mail the Past Performance Questionnaire and Letter to at least three previous clients (see Section J, Attachment D) using the criterion below for selection of clients. In addition, offerors shall submit the following information in their proposal (for both the offeror and proposed major subcontractors):

A list of the last three (3) contracts completed during the past three (3) years and all contracts currently in process that are similar in nature to the solicitation work scope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement

6. Contracting Officer's Name and Telephone Number

7. Program Manager's Name and Telephone Number

8. North American Industry Classification System (NAICS)

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a major subcontract is defined as a subcontract that exceeds \$10,000.

B. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

C. In accordance with FAR 15.305, offeror's will have an opportunity to discuss past performance information obtained by references. However, names and individuals providing reference information about an offeror's past performance shall not be disclosed.

2. Cost and Pricing Data

The offeror, at a minimum, must submit cost proposals fully supported by cost and pricing data in sufficient detail to allow for a complete cost analysis by the Government which establishes the reasonableness of the proposed costs. Your cost and pricing data shall be prepared with supporting attachments which satisfy the instructions and appropriate format prescribed in Table 15-2 of Part 15 in the Federal Acquisition Regulations and the following specific requirements:

a. The cost for individual elements, such as analytical studies, reports, etc., shall be itemized. The offeror shall provide the following detail as part of the cost proposal in addition to any other requirements for cost detail required by this RFP.

(1) For labor estimates, the current hourly or annual rates should be shown and the dates and periods to which rate increases apply should be shown.

-- In order to verify proposed annual and hourly rates, all offeror's are required to provide copies of actual payroll records for those individuals identified as direct labor. As an alternative to actual payroll records, the Chief Financial Officer, Controller, or primary individual in charge of accounting/finance shall provide a

separate letter, as part of the business proposal, identifying and certifying the proposed rates.

-- For proposed labor rate increases, the contractor shall provide the rationale for the proposed increases. At a minimum, the contractor shall provide a statement or analysis explaining their organization's historical salary increases.

(2) If the organization does not have an established indirect cost rate, supporting information for any quoted rate should be submitted.

(3) Where travel is proposed, the contemplated itineraries, method of travel, and period of travel should be shown. **The Contractor shall indicate whether the estimated costs include such offsets as cash discounts, trade discounts, rebates, or allowances, etc.** As applicable, the Contractor shall identify any pre-existing relationship with a travel agency used to provide the estimates.

(4) The basis for estimates for material, supplies, equipment, etc., should be explained.

b. The estimated cost of each phase or segment of the offered performance shall be itemized.

c. Inasmuch as it may be necessary to authorize performance of the project by phases or a group of phases, the extent to which these phases are severable should be indicated together with the effect, if any, of such severance upon the estimated cost.

3. Administrative and Management Data

a. The offeror, at a minimum, must submit the following information in sufficient detail to allow a complete analysis of the offeror's management capabilities and responsibility.

(1) Financial capability to perform the scope of work.

(2) Capability to meet delivery or performance schedules.

(3) Record of past performance.

(4) Possession of necessary organization, experience, and technical skills to perform the work, or the ability to obtain them.

(5) Possession of required facilities.

(6) Copy of the current agreement on indirect cost rates.

(7) Discussion on the extent of proposed subcontracting with small and disadvantaged business enterprises.

b. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement to the effect that it is firm for a period of at least ninety (90) days from the date of receipt by the Government.

c. It is HHS policy that Contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to furnish the item with your own funds.

d. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract.

e. The management and control of Government property must be in accordance with HHS Publication (OS) 74-115 entitled, "Control of Property in Possession of Contractors," a copy of which will be provided upon request.

f. In order to determine the financial capability, offerors shall provide the following:

- If applicable, the point of contact, name and address of the cognizant Government audit agency.

- Copy of the most recent **audit financial statements**.

- Copy of the most recent audit conducted in accordance with OMB A-133 or OMB A-21, if applicable.

- Identify any Lines-of-Credit and amounts established with lending institutions.

g. Other pertinent business and administrative information may also be requested if the information is considered necessary for proposal evaluation.

h. Complete the Small Disadvantaged Business Participation Plan

1. Small Disadvantaged Business Participation Plan. In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated. The plan entitled, Small Disadvantaged Business Participation Plan, in Section M will be used for this purpose. Any targets will be incorporated into and become part of any resulting contract.

2. Offerors shall submit information on SDB participation in one clearly marked section of their business proposal (see Attachment E)(NOTE: This is a separate requirement from that of a Subcontracting Plan). The SDB plan describes the extent of participation of SDB concerns in performance of the contract. This can include joint ventures, teaming arrangements, subcontracts and participation in performance of the contract expected to be performed by SDB concerns at the prime contract level. Offerors must include in their plan the information that addresses the subfactors entitled ASmall Disadvantaged Business Participation Factor@in Section M.

3. SDB participation information will be used as an evaluation factor against which offerors=relative rankings will be compared to assure the best value to the Government. If subcontractors are proposed, offerors shall include a commitment letter from the subcontractor detailing the following:

a. Willingness to perform as a subcontractor for specific duties (list the duties).

b. What priority the work will be given and how it will relate to other work.

c. The amount of time and facilities available to this project.

d. Information on their cognizant field audit offices.

e. How rights to publications and patents are to be handled.

f. A complete cost proposal in the same format as the offeror=s cost proposal.

g. For each subcontract over \$500,000, the support should provide a listing by source, item, quantity, price, type of subcontract, degree of competition, and bases for establishing source and reasonableness of price, as well as the result of review and evaluation of subcontract proposals when required.

4. The offeror=s Small Disadvantaged Business (SDB) Participation Plan will be evaluated before determination of the competitive range.

5. a. The evaluation of the offeror=s SDB Participation Plan will be based on information obtained from the plan provided by the offeror (which should contain information as detailed in FAR Part 19.1202-3, such as to the extent to which SDB concerns are specifically identified, the extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones), the complexity and variety of the work SDB concerns are to perform, the realism of the proposal, past performance of offerors in complying with subcontracting plan goals for SDB concerns, and the extent of participation of SDB concerns in terms of the value of the total acquisition), other relevant information obtained from SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

b. Evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

c. The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive a more favorable evaluation than another whose record is acceptable. In order for a small disadvantaged business submitting a proposal as a prime to get this consideration, it must also offer a SDB Subcontracting Plan.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Evaluation Criteria

The evaluation will be based on the demonstrated capabilities of the offerors in relation to the needs of the project as set forth in the RFP. The merits of the proposal will be evaluated carefully. The following criteria are those that will be applied in the evaluation of your technical proposal. The assigned weights for each factor are shown below:

Evaluation Criteria	Weights
A. Problem and Approach	25
1. The proposal shall provide a statement of the problem, scope and purpose of the project in the offeror's own words to demonstrate his complete understanding of intent and requirements.	(10)
2. The proposal shall fully describe the proposed technical approach to comply with each of the requirements specified under the Description of Items and Scope of Work, including phasing of tasks, methods to be utilized, and scheduling of time and manpower.	(15)
B. Personnel	25
1. The proposal shall specify the type of staff and provide resumes for professional persons who will be employed to perform the contract.	(10)

2. The proposal shall specify how the professional personnel employed under the contract will operate organizationally, and the name and title of the person who will provide program direction. (15)

C. Management Plan 25

1. The proposal shall provide a project work plan, time schedule, and person-loading matrix, including all work to be performed and deliverables. (15)
2. The person-loading matrix should displays person-days and show the appropriate total and subtotals that each individual shall contribute for the activities and indicate the person-days for which consultants or subcontractors may be responsible, by task. (10)

D. Capability and Experience of the Organization 20

1. The proposal shall describe the knowledge, experience, and capability of the offeror relative to the requirement of this project. This shall include a description of prior and/or current projects which demonstrate multistate cross-border health related projects with Mexico that impact border area residents, services to underserved and disadvantaged populations, developing and replicating community health worker projects, and addressing health education and workforce issues relating to distribution and quality. (20)

E. Facilities 5

1. The proposal shall specify the location(s) and space available for performance of this contract. (3)
2. Facilities, equipment, and other non-staff resources that are especially appropriate for (2)

successful completion of the contract requirements shall be identified. This shall include a description of computer hardware and software and arrangements for telephone service sufficient to meet workload demands.

Total Score

100

OFFERORS PLEASE NOTE: The Evaluation Criteria A - E above, for a total of 100 points, will be evaluated by a technical review committee, who will also recommend the technical acceptability or unacceptability of the proposal; criteria 6 Small Disadvantaged Business Plan, for an additional 5 points, will be evaluated by HRSA staff. The Small Disadvantaged Business Plan (Criteria 6) will be evaluated on those technically acceptable proposals which have been determined to be included in the competitive range.

6. Small Disadvantaged Business Participation Plan

5

A Small Disadvantaged Business (SDB) is entitled to EITHER the evaluation adjustment allowed by FAR Subpart 19.11 OR credit under the evaluation factor prescribed by FAR 15.304(c)(4) and as explained above. The SDB must waive the price evaluation adjustment in order to get credit under the evaluation factor. This should be done in the Business Proposal cover letter. Further, in order to qualify for either, the SDB must be an SDB under the RFP's NAICS code identified in Section K. For a large business to get credit for using an SDB, the SDB must be an SDB for the tasks that the SDB is being proposed to accomplish. In order for a small disadvantaged business submitting a proposal as a prime to get these points, it must also offer a small disadvantaged business subcontracting plan.

Small Disadvantaged Business Participation Factor

The offeror's Small Disadvantaged Business Participation Plan will be evaluated before determination of the competitive range.

The evaluation will be based on information obtained from the plan provided by the offeror, sources of past performance information (both those provided by the offeror and others identified by the Government), the realism of the proposal, other relevant information obtained from Small Disadvantaged Business (SDB) concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

The evaluation of the SDB Participation Plan will be a subjective assessment based on consideration of all relevant facts and circumstances. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime Contractor.

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors.

Offers will be evaluated on the following sub-factors that will be worth the indicated number of points:

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified. NOTE: Targets as expressed in dollars and percentages of total contract value will be judged based on findings of technical merit by the Technical Evaluation Committee, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

2 Points

2. The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity.

1 Point

3. Fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

1 Point

4. Past performance of the offeror in complying with subcontracting plans for SDB concerns. An offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable

1 Point

TOTAL AVAILABLE POINTS

105

M.2 Past Performance Factor

The offeror's past performance will be evaluated after completion of the technical evaluation and will be conducted independent of the technical evaluation. Only those offerors whose proposals are determined to be technically acceptable will be evaluated.

The evaluation will be based on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government.

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as cost, schedule and performance, including standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the number and severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage nor disadvantage of the offeror.

The following past performance ratings shall apply:

+2 Excellent - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again.

+1 Good - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Most sources of information state that the offeror's performance was good, better than average, etc., that they would do business with the offeror again.

0 None - No past performance history identifiable.

-1 Marginal - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.

-2 Poor - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

Past performance points will be used in conjunction with technical proposal evaluation points in determining the competitive range.

Award/Selection Criteria

1. The acceptability or unacceptability of the technical portion of each contract proposal will be based upon an evaluation by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
2. The Contracting Officer/Specialist will, in concert with program staff, decide which proposals are in the competitive range. It is intended that oral and/or written discussions will be conducted with all offerors in the competitive range. All aspects of the proposals are subject to discussions, including cost, technical approach, and contractual terms and conditions. However, the Government reserves the right to make award without further discussions of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints.
3. A final analysis will be made prior to award which will consider the strengths and weaknesses of the technical and business proposals and will include a cost analysis.
4. The Government reserves the right to make a single award, multiple awards, or no award as a result of this RFP. In addition, the RFP may be amended if it is determined to be in the best interest of the Government to amend.
5. The technical proposal (inclusive of the Small Disadvantaged Business Participation Plan), will receive paramount consideration in the selection of the contractor(s) for this acquisition, although past performance and estimated cost will also be considered. In the event that the technical evaluation reveals that two or more offerors have submitted technically equivalent proposals, then the past performance and estimated cost will become paramount. In any event, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

ATTACHMENT A

Department of Health and Human Services

BILLING INSTRUCTIONS

Health Resources and Services Administration

Applicable to negotiated cost reimbursement technical service contracts and research and/or development contracts.

I. INTRODUCTION

These instructions reflect the standards of the Health Services Administration for adequately prepared vouchers or invoices. Prompt payment of your claims will be promoted by your compliance. Cost reimbursement contracts (Cost, CPFF, T&M) are subject to audit, therefore all costs claimed must be adequately supported by accounting records and other auditable data.

II. VOUCHER SUBMISSION

A. **FORMS** - In claiming reimbursement use either 1) The Government Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal (with continuation sheet SF 1035), or 2) the contractor's own voucher forms. The billing content should include all information contained below:

Expenditure Category*	Incurred Cost		Cost at Completion (k)	Amount Funded (l)	Variance (m)
	Current (i)	Cumulative (j)			
Direct Costs:					
(1) Direct Labor					
(2) Fringe Benefits					
(3) Accountable Property					
(4) Materials & Supplies					
(5) Premium pay -if applicable					
(6) Consultant Fees					
(7) Travel					
(8) Subcontracts					
(9) Other					
Total Direct Costs					
Overhead					
G&A					
Fixed Fee					
Total Amount Claimed					
Adjustments					
Grand Totals					

B. NUMBER OF COPIES - For submission purposes each voucher will be prepared in an original and five (5) copies.

C. TIME FOR SUBMISSION - Vouchers may be submitted at the beginning of each calendar month for costs incurred during the preceding month. Costs incurred earlier than the preceding month, but not previously billed for, may be included, but the amount and month(s) in which such costs were incurred must be stated in the voucher.

D. RESUBMISSION OF COSTS - Costs resubmitted after suspension should be claimed in a separate public voucher and marked "Resubmission of Costs".

E. COST INCURRENCE PERIOD - Costs must be incurred, and the dates of the related "billed for" period must fall within the contract performance period as set forth in the original contract and any amendments thereof.

F. CONTRACTOR'S FISCAL YEAR - Vouchers should be prepared in such a manner that costs claimed can be associated or identified with the contractor's fiscal year. This will ensure proper application of an indirect cost rate(s) to the direct costs of a particular fiscal year.

III. PREPARATION GUIDE

A. COMPLETION OF FORM 1034 OR CONTRACTOR EQUIVALENT - On the Form 1034 or equivalent, the following information is required.

- Within (1) enter the voucher number.
- All spaced numbered (2) should be left blank.
- Within (3) enter date voucher was prepared.
- Within (4) put Contractor's name and address to which payment should be made, except in case of assignment of claims, put the address of the organization to which payments have been assigned.
- Within (5) enter the contract number and date of contract.
- Within (6) enter the number and date of the applicable order. (Applicable only when billings are consequent to work assignments or task orders).
- Within (7) identify the period that billings covers (enter the specific month/year, or months/year if quarterly).
- Within (8) enter the statement given including the contract number.
- Within (9) provide the dollar amount of this billing.

B. COMPLETION OF SUMMARY OF EXPENDITURES --This page follows directly behind the Form SF 1034 and contains two main categories of information: 1) gross summary of costs by category showing amount previously claimed, amount claimed under this voucher, and cumulative through this voucher and 2) necessary certifications and signature.

1. Gross Summary Include only major categories of costs in the order illustrated.

2. Certifications and Signature are illustrated in Exhibit B. The Certification of Costs/Fee is mandatory; the Price Stabilization Certification is required only when called for in the SUBMISSION OF INVOICES AND PLACE OF PAYMENT article of the contract.

The next page in order should be the SF 1035.

C. COMPLETION OF FORM 1034 -- On the "Detail" Form 1035, provide a breakdown to support the total amount cited in both Form 1034 AND SUMMARY OF EXPENDITURES. The purpose of the detailed information is to assist the HRSA Contracting officer and program personnel in relating costs incurred to work performed. The several categories of cost will be itemized and described as follows:

1. Direct Labor costs consist of salaries and wages paid for work performed directly for the contract and pursuant to its terms. Such labor costs (excluding fringe benefits and overtime premium pay) will be billed as follows:

a. Provide the job title or classification of the worker, and provide for each classification: The number of hours worked, the hourly rate, and the total wage or salary. The name of the worker should usually be provided, but when a great number of routine workers are involved, the position classifications only will suffice.

The cost of direct labor charged to the contract must be supported by time records maintained in the contractors office; when salaries are involved, reasonable estimates on a post basis may be used in lieu of time records.

2. Fringe Benefits are to be treated according to the contractor's established practice:

a. If fringe benefits, bonuses, etc. are included in the overhead pool no specific entry is required.

b. Fringe benefits can be treated as direct costs, in which case enter the Fringe Benefits expressed as a percentage factor of the direct labor base or show the Actual Fringe Benefits cost.

3. Materials and Supplies should include only those items that the contractor normally treats as "direct costs". Bill these costs under major classifications or categories such as office supplies, chemicals, electronics parts, etc., unless any one particular item within a class exceeds \$300.00, in which case all; such item(s) exceeding \$300.00 must be specifically identified. NOTE: UNDER NO CIRCUMSTANCE SHALL ANY ITEM OF NON EXPENDABLE EQUIPMENT BE INCLUDED WITHIN THESE CLASSIFICATIONS. (See 8 below)

4. Premium pay of any kind (including overtime) must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay have caused frequent delays in payment due to suspensions and exchange of correspondence. Generally such pay is not included in the direct labor base and should not be included in the billing for "direct labor" unless the contractor has consistently followed this practice in the past as a matter of policy. Make entries as follows:

a. In SUMMARY OF EXPENDITURES - List as a single item.

b. In SF 1035 itemize for each position or job category referencing the Contracting Officer's letter of authorization. NOTE ON SPECIAL AUTHORIZATIONS: According to the contract, certain costs require specific authorization in writing by the Contracting Officer. Whenever, the voucher includes costs pursuant to C.O. authorization, include for example, the reference: "C.O. letter (date)" or "approval number 57/74/115" if the C.O. cites said number in his letter.

5. Travel as authorized by the contract shall include the following in the SF 1035.

a. Travel by contractor shall provide:

- Name of traveler or title

- Dates of departure and return to departure point

- Transportation costs

- If claim for subsistence is on per diem basis show number of days, rate and amount, as authorized in contract. If claim is based on actual cost of subsistence, show on a daily basis the amounts claimed for lodging and meals separately.

- References to Contracting Officer's letter of authorization if approval is necessary

b. Travel by consultants shall provide detail similar to contractor travel above.

6. Consultant Fees must reflect each consultant's name, daily honorarium, and number of days claimed. Travel for consultants (if applicable) must be itemized separately.

7. Subcontract requires the name of each subcontractor involved and the dollar amount claimed. Costs claimed by cost reimbursement subcontractors must be on an "as incurred" basis, and subcontractor back-up information similar to the SF 1035 must be obtained and attached for each subcontractor.

8. Equipment is an article of personal property, complete in itself, that is of a durable nature with an expected service life of one year or more: equipment does not ordinarily lose its identity or become a component part of another article when put to use. For the purposes of invoicing and reporting under HRSA contracts, the definition of non-expendable property and equipment are equivalent because the HRSA definition of non-expendable property does not include a dollar limitation. (The standard definition of "non-expendable property" considers items costing \$200.00 or more - excluding transportation, installation, taxes - with a useful life of a year or more and property sensitive to conversion to private use (no cost limit).

Therefore, when billing for non-expendable property (equipment) costs, the Contractor must attach live (5) copies of a completed form HEW 565 Report of Non-expendable Government Property in Possession of Contractor to the original invoice copy. the contractor will retain the sixth copy. Only that property being billed for during the applicable billing period shall be included in the HEW 565. In addition, one (1) copy of each vendor invoice covering purchased property shall be attached to the original invoice.

9. Overhead will be charged at provisional rates resulting from audit determination and/or negotiation. Provisional rates will apply pending the establishment of final negotiated overhead rates for the contractor's fiscal year.

10. Other Direct costs are minor costs that cannot be placed within any of the categories listed above. Identify by categories to the extent both possible and reasonable.

11. Fixed Fee when applicable, should be billed by prorating the negotiated total fixed fee to costs incurred. Applying a fee percentage to the fee percentage to the fee base will achieve this effect. Refer to the contract provisions for guidance.

IV. VOUCHER SUBMISSION ADDRESS

Submit the original to the following address:

TBA

Submit 4 copies to the following address:

Department of Health and Human Services
Health Resources and Services Administration
Contract Policy and Operations Branch
Parklawn Building, Room 13A-19
5600 Fishers Lane
Rockville, Maryland 20857

Reference the Contract Number

*Refer to the invoice submission article of the contract for special directions regarding completion invoices and advance copy invoices for information only.

ATTACHMENT B DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: ~ Prime ~ Subawardee Tier , if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ ~ actual ~ planned	13. Type of Payment (check all that apply) ~ a. retainer ~ b. one-time fee ~ c. commission ~ d. contingent fee ~ e. deferred ~ f. other; specify	
12. Form of Payment (check all that apply): ~ a. cash ~ b. in-kind: specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ~ Yes ~ No		
16.	Signature: Print Name: Title: Telephone No.: Date:	
		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, as the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entry for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address, if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0046), Washington, DC 20503.

ATTACHMENT C

**DHHS SMALL, SMALL DISADVANTAGED, HUBZone AND WOMAN-OWNED SMALL
BUSINESS SUBCONTRACTING PLAN**

DATE OF PLAN:_____

CONTRACTOR:

ADDRESS:

DUNN & BRADSTREET NUMBER:

SOLICITATION OR CONTRACT NUMBER:

ITEM/SERVICE (Description):

TOTAL CONTRACT AMOUNT (Breakout Options):

\$ _____ \$ _____
Base year or Multi-year amount Option #1 (If applicable)

\$ _____ \$ _____ \$ _____
Option #2 Option #3 Option #4
(If applicable) (If applicable) (If applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a

subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan (check one)

_____ Individual plan (all elements developed specifically for this _____ contract and applicable for the full term of this contract)

_____ Master plan (goals developed for this contract; all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval)

_____ Commercial product/service plan (contractor sells large quantities of off-the shelf commodities to many Government agencies. Plans/goals negotiated on a company, division, plant or product line basis reflecting projected annual sales for commercial and non-commercial items. Must be renewed annually and contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) and ?Other@ than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting i.e., with ALL types of concerns under this contract is \$ _____

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB and HUBZone): (% of "a")
\$ _____ and _____%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a")
\$ _____ and _____%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a")\$ _____ and _____%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a")\$ _____ and _____%

f. Total estimated dollar and percent of planned subcontracting with OTHER@ THAN SMALL BUSINESSES: (% of "a")\$ _____ and _____%

Provide a description of ALL the products and/or services, to be subcontracted under this contract, and indicate the size and type of business supplying them [i.e. (OTHER), (SB), (SDB), (WOSB), (HUBZone)].

TYPE OF BUSINESS (Check all that Apply)

Subcontracting Product/Service	Other	SB	SDB	WOSB	HUBZone

g. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, woman-owned and HUBZone small businesses concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to small, small disadvantaged, woman-owned and HUBZone small business concerns were determined and how the capabilities of these concerns were considered for subcontract opportunities. Identify any source lists or other resources used in the determination process. (attach additional sheets, if necessary)

h. Indirect costs have ____ have not____ been included in the dollar and percentage subcontracting goals above. (check one)

If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, woman-owned, and HUBZone small business concerns.

3. Program Administrator :

NAME/TITLE:

ADDRESS:

TELEPHONE/E-MAIL:

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, woman-owned and HUBZone small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- b. Developing and maintaining bidder source lists of small, small disadvantaged, woman-owned and HUBZone small business concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- d. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, woman-owned and HUBZone small businesses;
- e. Accessing various sources for the identification of small, small disadvantaged, woman-owned and HUBZone small businesses concerns to include the SBA's PRONET System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Data Base, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- f. Establishing and maintaining contract and subcontract award records;
- g. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- h. Ensuring that small, small disadvantaged, woman-owned and HUBZone small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;

- j. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
 - k. Preparing, and submitting timely, required subcontract reports;
 - l. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies, and;
 - m. Other duties:
-

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, woman-owned and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

- 1) Contacting minority and small business trade associations;
- 2) Contacting business development organizations and local chambers of commerce;
- 3) Attending small, small disadvantaged, woman-owned and HUBZone small business procurement conferences and trade fairs;
- 4) Requesting sources from the Small Business Administrations (SBA) PRONET, and other SBA resources, and;
- 5) Conducting market surveys to identify new sources.

b. Internal efforts to guide and encourage purchasing personnel:

- 1) Conducting workshops, seminars, and training programs;
- 2) Establishing, maintaining, and utilizing small, small disadvantaged, and woman-owned and HUBZone small business source lists, guides, and other data for soliciting subcontractors, and;
- 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan." (FAR 19.704(a)(4).

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) Submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 95.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294/of 312	4/30
Apr 1 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30

Special instructions for commercial products plan: SF295 Report is due on 10/30 each year for the previous fiscal year ended 9/30.

(a) Submit SF-294 and attendant of Form 312 to: cognizant Contracting Officer

(b) Submit SF-295 to cognizant contracting officer and to the:
Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

(c) Submit "info" copy to SBA Commercial Market Representative (CMR); call SBA at 202/205-6475 to locate CMR.

7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. Small, small disadvantaged, woman-owned and HUBZone small businesses source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, small disadvantaged, and woman-owned and HUBZone small business sources;
- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not; (2) whether small disadvantaged business concerns were solicited, if not, why not; (3) whether woman-owned small business concerns were solicited, and if not, why not; and (4) whether HUBZone small business concerns were solicited, if not, why not and (5) the reason for the failure of solicited small, small disadvantaged, and woman-owned and HUBZone small business concerns to receive the subcontract award;
- d. Records to support other outreach efforts, e.g., contracts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance

with the program & requirements, and;

f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)

g. Additional records:

Revised October 1998

SIGNATURE PAGE

(If applicable)

This subcontracting plan was submitted by:

Contractor:

Contractor Signature:

Typed Signature:

Title:

Date Prepared:

This Plan (Check One)

[] Individual [] Master [] Commercial

Is Accepted By:

Federal Agency:

Federal Contracting Officer Signature:

Typed Name:

Date:

**PAST PERFORMANCE INFORMATION
SURVEY QUESTIONNAIRE**

2001 ATTACHMENT D
HRSA/OA/DGPM/COB

FOR: [insert name of company]

PLEASE RETURN COMPLETED SURVEY ASAP but no later than April 9, 2001 TO:

ATTN: HELENE BRAUN
CONTRACT OPERATIONS BRANCH, HRSA, ROOM 13A-19
5600 FISHERS LANE
ROCKVILLE, MARYLAND 20857
RFP: HRSA-230-BHPR-22(1)
PHONE: 301-443-5131
FAX: 301-443-6038

PLEASE FILL IN THE FOLLOWING:

YOUR NAME: _____ YOUR AGENCY: _____
ADDRESS: _____
PHONE NUMBER: _____ FAX : _____
SIGNATURE OF PERSON COMPLETING SURVEY: _____

CONTRACT NUMBER/SOLICITATION NUMBER: _____

YOUR ROLE IN THIS CONTRACT -CIRCLE ONE

PROJECT OFFICER CONTRACTING OFFICER CONTRACT SPECIALIST

CONTRACT VALUE (INCLUDING OPTIONS): \$ _____

PERIOD OF PERFORMANCE (INCLUDING OPTIONS): _____

TYPE CONTRACT (I.E. COST REIMBURSEMENT, FIXED PRICE, ETC.): _____

APPROXIMATE PERCENTAGE OF WORK COMPLETED BY SUBCONTRACTORS: ____ %

GENERAL DESCRIPTION OR TITLE OF CONTRACT: _____

RATINGS Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Comments to support rating may be noted on last page. **NUMERICAL RATINGS ARE DEFINED AS FOLLOWS:**

+2 EXCELLENT -Based on the Offeror's performance record, no doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm instating that the Offeror's performance was superior and that they would unhesitatingly do business with the Offeror again.

+1 GOOD -Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort. Most sources of information state that the Offeror's performance was good, better than average, etc., that they would do business with the Offeror again.

0 None -No past performance history identifiable.

-1 MARGINAL -Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the Offeror's performance and express concern about doing business with the Offeror again.

-2 POOR -Based on the offeror's performance record, serious doubt exists that the Offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the Offeror's performance was entirely unsatisfactory and that they would not do business with the Offeror again.

PLEASE CIRCLE THE NUMERICAL SCORE INDICATING YOUR RATING**QUALITY OF SERVICE**

1. Compliance with contract requirements	+2	+1	0	-1	-2
2. Accuracy of reports	+2	+1	0	-1	-2
3. Effectiveness of personnel	+2	+1	0	-1	-2
4. Technical excellence	+2	+1	0	-1	-2

COST CONTROL

1. Record of forecasting and controlling target costs	+2	+1	0	-1	-2
2. Current. Accurate and complete billings	+2	+1	0	-1	-2
3. Relationship of negotiated costs to actuals	+2	+1	0	-1	-2
4. Cost efficiencies	+2	+1	0	-1	-2

TIMELINESS OF PERFORMANCE

1. Met interim milestones	+2	+1	0	-1	-2
2. Reliability	+2	+1	0	-1	-2
3. Responsive to technical direction	+2	+1	0	-1	-2
4. Completed on time including wrap up and contract administration	+2	+1	0	-1	-2
5. Met delivery schedules	+2	+1	0	-1	-2
6. Liquidated damage assessed: yes/no	+2	+1	0	-1	-2

BUSINESS RELATIONS

1. Effective management, including subcontracts	+2	+1	0	-1	-2
2. Reasonable/cooperative behavior	+2	+1	0	-1	-2
3. Responsive to contract requirements	+2	+1	0	-1	-2
4. Notification of problems	+2	+1	0	-1	-2
5. Flexibility	+2	+1	0	-1	-2
6. Pro-active vs. Reactive	+2	+1	0	-1	-2
7. Effective small/small disadvantaged business subcontracting program	+2	+1	0	-1	-2

CUSTOMER SATISFACTION

1. The contractor is committed to customer satisfaction	+2	+1	0	-1	-2
2. Would you recommend selection of this firm again?	+2	+1	0	-1	-2

GENERAL OVERALL RATING OF CONTRACTOR

	+2	+1	0	-1	-2
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ADDITIONAL COMMENTS:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Health Resources and
Services Administration
Rockville, MD 20857

March, 2001

Dear Client:

We are currently responding to the Health Resources and Services Administration (HRSA) Solicitation No. HRSA 230-BHPR-22(1))hcb, entitled ~~A~~Border Vision Fronteriza Childrens Health Project (BVF).@ The Government is placing increased emphasis in its acquisition on past performance as a source selection factor and is requiring that clients of firms responding to HRSA solicitations be identified and their participation in the evaluation process be requested.

Therefore, enclosed is a past performance questionnaire for your completion. We are requesting that you complete the questionnaire and send it directly to HRSA at the following address:

ATTN: HELENE BRAUN
CONTRACT OPERATIONS BRANCH, HRSA, ROOM 13A-19
5600 FISHERS LANE
ROCKVILLE, MARYLAND 20857
RFP: HRSA-230-BHPR-22(1)
PHONE: 301-443-5131
FAX: 301-443-6038

Since this information will be used as one of the evaluation factors for contract award, we are requesting that you complete this questionnaire and return it to the HRSA at the above address no later than April 9, 2001.

We thank you for your prompt response in this matter.

Sincerely,

(To be signed by offeror)

ATTACHMENT E

PLEASE COMPLETE THE PLAN BELOW AND INCLUDE IT IN THE BUSINESS PROPOSAL

Small Disadvantaged Business Participation Plan

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Specific SDB concerns must be identified with points of contact and phone numbers. Enforceable commitments will be weighted more heavily than non-enforceable ones. Targets expressed as dollars and percentage of total contract value for each SDB participating will be incorporated into and become part of any resulting contract. The extent of participation of all SDB concerns in terms of the value of the total acquisition must be identified. NOTE: Targets as expressed in dollars and percentages of total contract value will be judged based on findings of technical merit by the Technical Evaluation Committee, and on findings by the Contracting Officer that proposed costs are fair, reasonable, and realistic. Additional points will not be given simply for higher dollars or percentages of work going to SDBs.

RESPOND HERE:

2. The complexity and variety of the work SDB concerns are to perform. Greater weight will be given for arrangements where the SDB shall be performing a greater variety of work, and work of greater complexity.

RESPOND HERE:

3. Fairness, reasonableness, and realism of costs proposed by SDBs for the work they will perform.

RESPOND HERE:

4. Past performance of the offeror in complying with subcontracting plans for SDB concerns. An offeror with an exceptional record of participation with SDB concerns will receive a more favorable evaluation than another whose record is acceptable

RESPOND HERE: